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ORB 11055 Pg 1396

DUNE WALKOVER MAINTENANCE AGREEMENT

WITNESSETH:

1. The Town agrees to maintain at its sole cost and expense the dune walkover facility constructed on the Association's property as identified in that Grant of Easement recorded in Official Record Book 8525, Page 1733, Public Records of Palm Beach County, Florida. The dune walkover facility includes a wooden walkway, steps, covered seating area, and concrete parth with brick paver accents ("Dune Walkover")

2. The Association agrees to maintain at its sole cost and expense the landscaping which was part of that Easement and required to be installed pursuant to the approvals issued by the Town on October 8, 1980 and on May 18, 1994.

3. The Town agrees to rebuild the Dune Walkover at its sole cost and expense in the event of its destruction due to forces of nature, ordinary wear and tear and other causes except for a complete or partial destruction resulting from the Association's or its agents' actions or negligence.

4. The Association agrees to re-landscape the Easement at its sole cost and expense in the event any portion of such landscaping is damaged or destroyed for any reason whatsoever.

5. In the event the Association fails to maintain or replace such landscaping, after ten (10) days' written notice from the Town, the Town may maintain and/or replace such landscaping at the Town's expense and the Association shall be responsible for reimbursing the Town. The Association agrees that in the event the Town undertakes the Association's responsibilities, the Association shall hold harmless and indemnify the Town, its agents or assigns from any claim, demand, suit or damages to property or person, resulting from the Town's actions in maintaining such landscaping.

6. The failure of the Association to comply with the terms and conditions of this Agreement may subject the Association to enforcement pursuant to the Town's Code Enforcement Board, Special Master, or court of competent jurisdiction.

7. The Town agrees to defend at its own cost and expense and hold the Association harmless from any third party claim that results from the use of the Dune Walkover by third parties after the effective date of this Agreement; however, such indemnification does not include any claim which results from the Association's own negligence or the Association's maintenance of the landscaping on such Easement. The Association agrees to defend and hold the Town harmless from any damage, injury or claim that results from the use of the Dune Walkover prior to the effective date of this Agreement. The Association agrees to maintain in full force and effect adequate liability insurance covering their responsibilities and liabilities under this Agreement.

8. In the event of any dispute hereunder, the prevailing party in any court proceeding shall be entitled to recover all costs and expenses incurred by it in connection with the enforcement of this Agreement, including all reasonable attorneys' fees and costs in connection therewith, including appeals.

9. To the extent that this Agreement conflicts with that Grant of Easement recorded in Official Record Book 8525, Page 1733, Public Records of Palm Beach County, Florida, this Agreement shall prevail. All other terms and conditions in that Grant of Easement not in conflict herewith shall remain in full force and effect.

10. The Association represents that it has full power, authority and consent to enter into this Agreement.

11. This agreement shall not be terminated or modified in whole or part unless in writing signed by both parties.

IN WITNESS WHEREOF the parties have signed this Agreement the date and year first written above.

ATTEST

Deborah Manzo
Deborah Manzo, Town Clerk

TOWN OF JUNO BEACH, FLORIDA

Frank W. Harris
Frank W. Harris, Mayor

APPROVED AS TO LEGAL SUFFICIENCY:

Gregory S. Kino
Gregory S. Kino, Town Attorney

THE WATERFRONT ON THE OCEAN AT
JUNO BEACH CONDOMINIUM ASSOC-
IATION, INC.

By: Arnold Stairman
Arnold Stairman, It's President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledge before me this 12th day of March, 1999, by FRANK W. HARRIS, the Mayor of the Town of Juno Beach, Florida on behalf of the Town. He is personally known to me or who has produced _____ as identification

My Commission Expires:



Allison J. Jaramillo
MY COMMISSION # CC540659 EXPIRES
March 17, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

Allison J. Jaramillo
Notary Public State of Florida
Notary Print Name: Allison J. Jaramillo

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledge before me this 12th day of March, 1999, by Arnold Stairman the President of The Waterfront on the Ocean at Juno Beach Condominium Association, Inc. on behalf of the Association. He is personally known to me or who has produced _____ as identification.

My Commission Expires:



Allison J. Jaramillo
MY COMMISSION # CC540659 EXPIRES
March 17, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

Allison J. Jaramillo
Notary Public State of Florida
Notary Print Name: Allison J. Jaramillo